



CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720
435-586-2950 • FAX: 435-586-4362
www.cedarcity.org

Mayor
Joe Burgess

Council Members
Ronald R. Adams
Nina R. Barnes
John Black
Paul Cozzens
Don Marchant

City Manager
Rick B. Holman

CITY COUNCIL WORK MEETING DECEMBER 4, 2013

The City Council will hold a work meeting on Wednesday, December 4, 2013, immediately following the action meeting, in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

I. Business Agenda

Public

1. Consider a beer license for Cedar Ridge Golf Course – Jared Barnes

Staff

2. Consider bids for Workers Compensation insurance – Natasha Hirschi
3. Consider a resolution amending the Personnel Policy related to social media and electronic equipment – Paul Bittmenn
4. Consider the signing of the Critical Incident Task Force Protocol between Cedar City Police Department and other Iron County law enforcement agencies – Chief Allinson
5. Consider a rate schedule agreement with Project Media 256 – Byron Linford
6. Review revised Cooperative Agreement with UDOT on City Funding for the South Interchange Reconstruction project – Kit Wareham
7. Review agreement with UDOT for a loan that will advance the payment of City funding for the South Interchange Reconstruction Project – Kit Wareham
8. Review combined bid on the Southern View Subdivisions rock retaining wall and Cove Drive landscape retaining wall project – Kit Wareham
9. Review an agreement for the Southern View Subdivision Rock Wall project – Jonathan Stathis
10. Consider an ordinance amending City Ordinance Section 35-10, parking restrictions – Paul Bittmenn
11. 2014 meeting schedule – Renon Savage
12. Executive Session – Property Negotiations

Dated this 2nd day of December, 2013.


Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 2nd day of December, 2013.


Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.



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APPLICATION FOR BEER LICENSE AND/OR LIQUOR SET-UP

Account # _____

Receipt # _____

LICENSE FEES

Class A	\$150.00
Class B	\$250.00
Set-up	\$ 50.00
Dance Hall	\$100.00
Penalty	\$ _____
Total	\$ _____

Phone 435-586-2970

Zip Code 84720

Zip Code 84720

Zip Code 84041

Phone 801-703-1034

Zip Code _____

Phone _____

Phone 435-586-2950

Zip Code 84720

Name of Business Cedar Ridge Golf Shop

Address 900 N. 200 E, Cedar City, UT 84720

Mailing Address 10 North Main, Cedar City, UT 84720

Name of Applicant(1) Jared Barnes

Address 460 N. 3425 W. Layton, UT 84041

Citizenship USA Date of Birth 11/8/71

Name of Applicant(2) _____

Address _____

Citizenship _____ Date of Birth _____

*If more than two Applicants, please use additional pages.

Property Owner Name Cedar City Corp

Address 10 North Main, Cedar City, UT

Date of Application 11/26/13 Opening Date of Business _____

Type of Organization (Check all that apply)

Corporation ☒ LLC _____ Partnership _____ Proprietorship _____ New Owner _____ Change of Use _____

All Applicants, partners, officers, and directors, plus stockholders/members with 20% ownership must provide:

1) Name, address, and date of birth

2) Place(s) of residence for last 5 years

3) BCI background check

4) References

5) List of all felony and misdemeanor criminal convictions, including charge description, date of conviction, and the court.

I hereby certify that I have never been convicted of a felony, or of any violation of any law or ordinance related to alcoholic beverages, or of drunken driving, or of keeping a gambling or disorderly house.

I also certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act of Utah, and that all the information I have provided in this application is true.

I agree that if a license is issued, it shall be subject to suspension or revocation as provided in Chapter 23 of the Cedar City Ordinances. I also agree to post any bonds required by the City pursuant to the terms of Chapter 23 of the Cedar City Ordinances.

Date 11/26/13

Signed by Jana BSC
Applicant Agent

Approved by Chief of Police _____

Date _____

DABC Approval Date _____

Council Action: Approved _____ Not Approved _____ Date _____

Make checks payable to: Cedar City Corporation
Liquor and beer license renewals shall be due annually on January 1st of each year. If paid after February 15th, a late penalty of 50% of the amount of the fee shall be added to the original amount due. If paid after April 1st, the fee shall be doubled.



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ADDITIONAL APPLICANT INFORMATION FORM

PLEASE NOTE: EACH OWNER OR PART OWNER OF THE APPLICANT BUSINESS MUST
COMPLETE A SEPARATE "ADDITIONAL APPLICANT INFORMATION FORM."

Name of Applicant Jared Barnes Phone 801-703-1034
Address 460 N. 3425 W. Zip Code 84041
Citizenship USA Date of Birth 11/8/71 Title Head Golf Professional

PLACE(S) OF RESIDENCE FOR LAST 5 YEARS

Address(1)	Street Address	City	County	State	Zip	When Lived There
<u>460 N. 3425 W.</u>	<u>Layton</u>	<u>Davis</u>	<u>UT</u>	<u>84041</u>	<u>Current</u>	
Address(2)	Street Address	City	County	State	Zip	When Lived There
<u>681 S. Pleasant View Dr.</u>	<u>Layton</u>	<u>Davis</u>	<u>UT</u>	<u>84041</u>	<u>2006-2011</u>	
Address(3)	Street Address	City	County	State	Zip	When Lived There

Please use additional sheets for additional addresses.

REFERENCES

Name(1)	Date of Birth	Phone	Signature
<u>Julie Barnes</u>	<u>8/31/73</u>	<u>801-618-8128</u>	
Address <u>460 N. 3425 W.</u>			
Name(2) <u>Allen Enochson</u>	Date of Birth	Phone <u>801-209-4474</u>	
Address <u>244 E 3900 S, Salt Lake City, UT 84124</u>			
Name(3) <u>Bruce Nielsen</u>	Date of Birth <u>3/21/64</u>	Phone <u>801-509-4811</u>	
Address <u>7893 Palma Way, SLC, UT 84121</u>			
Name(4) <u>Donald Barnes</u>	Date of Birth <u>2/3/41</u>	Phone <u>801-828-0321</u>	
Address <u>3566 W. Via Sudeste way, South Jordan, UT 84095</u>			
Name(5) <u>Colby Cowan</u>	Date of Birth <u>8/11/71</u>	Phone <u>435-669-2332</u>	
Address <u>2283 S. 1880 E. St. George, UT 84790</u>			

FELONY AND MISDEMEANOR CRIMINAL CONVICTIONS

Charge(s)	Conviction Date	Felony/Misdemeanor	Court (Name, City, State)
<u>None</u>			

Please use additional sheets for additional convictions.

I certify that the above information is correct to the best of my knowledge, and that I have never been convicted of a felony, any violation of any law or ordinance related to alcoholic beverages, drunken driving, or keeping a gambling or disorderly house.

Date 12/2/13

Signed by

Jared Barnes
Applicant

**CEDAR CITY COUNCIL
AGENDA ITEM 2**

DECISION PAPER

TO: Mayor and City Council

FROM: Natasha Hirschi

DATE: December 2, 2013

SUBJECT: Consider Bids for Workers Compensation Insurance

DISCUSSION: Cedar City requested proposals from qualified brokers soliciting bids for the City's 2014 workers compensation insurance. Requests for proposals were sent to several local brokers. The notice was also posted in The Daily News and on the City's website.

The City received bids from Dixie Leavitt Insurance and our current provider Utah Local Governments Trust.

Both proposals were comparable in staff, knowledge, training and other services offered. The key difference was cost.

Attached are the premium pages from the proposals (If you would like a full copy of the proposal please let me know).

Utah Local Governments Trust	Annual Premium \$106,006.51
Dixie Leavitt Insurance	Annual Premium \$126,150.74

Based on premiums it is recommended the City continue using Utah Local Governments Trust to provide our workers compensation insurance.

SERVICE COST & FEES

Trust members realize the benefits of being insured by a fellow government entity. Because we are non-profit, the Trust does not charge any service related fees or commissions.

Workers' Compensation			
Class Code	Class Code	Payroll	Premium
5509 - Streets & Roads	2.37	\$618,736	\$14,664.05
6306 - Sewer Construction	6.14	\$37,275	\$2,288.71
7380 - Drivers	4.38	\$64,382	\$2,819.92
7520 - Waterworks Operations	2.55	\$531,003	\$13,540.57
7580 - Sewage Operations	2.50	\$463,064	\$11,576.60
7710 - Firefighters & Drivers	3.15	\$641,828	\$20,217.57
7720 - Police Officers & Drivers	3.06	\$1,743,239	\$53,343.12
8810 - Clerical Office Employees	0.17	\$1,052,076	\$1,788.53
9014 - Buildings Operations	3.74	\$102,426	\$3,830.73
9102 - Park NOC	3.70	\$406,779	\$15,050.81
9220 - Cemetery Operations	4.11	\$41,008	\$1,685.44
9402 - Street Cleaning & Drivers	4.47	\$5,942	\$265.62
9403 - Garbage or Refuse Collect	5.76	\$107,508	\$6,192.45
9417 - Municipal Employees	2.10	\$1,955,010	\$41,055.22
7711 - Volunteer Firefighters	3.15	\$14,700	\$463.05
TOTAL PREMIUM		\$106,006.51*	

*Premium based on payroll, EMOD (1.04), Schedule Rating & Premium Discounts.

PRODUCER:
DIXIE-LEAVITT AGENCY
PO BOX 1744
CEDAR CITY, UT 84721
4355869463



P.O. Box 2227
Sandy, Utah
84091-2227

Main: 385.351.8000
Toll Free: 800.446.2667

INSURANCE PROPOSAL

Proposal No: 2118349

INSURED:
CEDAR CITY CORPORATION
10 N MAIN ST
CEDAR CITY, UT 84720

INSURED IS: Corporation
EFFECTIVE DATE: 01/01/2014 To 01/01/2015

Workers Compensation Fund is pleased to provide you with this proposal.

The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans.
All information required below is subject to verification and change.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
STATE: UT				
STREET OR ROAD	5509	618,736	2.70	\$16,705.87
MAINTENANCE CONSTRUCTION				
FIREFIGHTERS & DRIVERS	7710	641,828	3.59	\$23,041.63
FIREFIGHTERS &	7711		3.59	
DRIVERS-VOLUNTEER				
CLERICAL OFFICE EMPLOYEES	8810	1,052,076	0.20	\$2,104.15
MUNICIPAL EMPLOYEES	9417	5,457,636	2.40	\$130,983.26
MANUAL PREMIUM				\$172,834.91
EMPLOYERS LIABILITY		100/500/100		
SCHEDULE RATING (CR)			0.81	-\$32,838.63
TOTAL STANDARD PREMIUM				\$139,996.28
PREMIUM SIZE DISCOUNT			11.00%	-\$15,399.60
TERRORISM		7,770,276	0.01	\$777.03
CATASTROPHE-OTHER THAN		7,770,276	0.01	\$777.03
CERTIFIED ACTS OF				
TERRORISM				
ESTIMATED ANNUAL PREMIUM				\$126,150.74
Total Due For:	UT			\$126,150.74

Proposal Prepared: 11/07/2013

Requestor: BISAACSO

CEDAR CITY COUNCIL
AGENDA ITEM IV- 3

DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: December 2, 2013

SUBJECT: Consider a resolution amending the City's personnel policy.

DISCUSSION:

This policy is designed to encourage the proper use of voice mail, email, internet technology, electronic systems, and social media. If adopted the stated policy goal is to establish basic guidelines concerning the appropriate use of the above named systems owned and provided by Cedar City.

First, the policy clearly states the electronic systems, including on and off site servers where information are stored, are the property of Cedar City Corporation and those using the systems have no expectation of privacy in these systems. The City can inspect these systems at any time.

Next, the policy on email, voice mail, internet technology acknowledges there may be some personal use. The policy sets forth allowed uses, please see page 3, section 4 allowed uses. The policy sets out prohibited used, please see pages 3 and 4 section 5. And in the miscellaneous section, page 4 section 6, there is language related to reimbursement of direct costs, and sections related to not sending items that may lead to problems with the City's harassment policies.

On pages through 7 there are 2 sections dealing with use of social media. This is intended to include, but not be limited to, things like facebook and twitter. The first section relates to accounts set up to conduct City business. The second section deals with employees using social media on their own time.

The policy related to social media accounts set up do conduct City business states: (1) sites shall be approved by the City Manager and the individual department heads will be responsible for individual departmental accounts; (2) the types of materials to the accounts are to be used for; (3) coordination between the City's web page and social media accounts; (4) retention of the records from the accounts; and (5) standard notices related to what is to be allowed and disallowed on the City's social media account.

The last section is a section related to employee use of social media on the employee's own accounts and own time. This section is not a mandatory section, but rather a recommendation to

employees to be aware of and think about what they choose to communicate via social media, the scope of the audience on social media and possible sensitivities related to commenting on City business and City personnel, both elected and staff.

Please consider adopting this policy.

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION AMENDING THE CEDAR CITY PERSONNEL POLICY TO: ADOPT STANDARDS FOR USE OF CITY OWNED ELECTRONIC EQUIPMENT; CITY SPONSORED SOCIAL MEDIA; AND EMPLOYEE PERSONAL USE OF SOCIAL MEDIA.

WHEREAS, current Cedar City Personnel Policy related to the use of City electronic equipment reads as follows is found in Chapter 6 of the personnel policy and reads as follows:

6.7 Use of City Electronic Mail, Voice Mail and Computer Systems.

6.7.1 Employees shall not use e-mail, voice mail or computer systems for any inappropriate use, including but not limited to the following:

- A. Solicitation for fund raisers not approved by the City;
 - B. To further personal business interests;
 - C. Offensive, harassing, vulgar, obscene, or threatening communications, including;
 - D. Disparagement of others;
 - E. Verbal abuse, slander or defamation;
 - F. Creating, disturbing, viewing or soliciting sexually oriented messages, materials, or images;
 - G. Electronic dissemination or printing of copyright materials, including articles and software in violation of copyright laws.
- 6.7.2 E-mail and voice mail communication and the content of City owned computers are the sole property of the City and may be subject to monitoring at any time without notice. When using the e-mail or voice mail systems, and other equipment including City computers, **the employee knowingly and voluntarily consents to being monitored and acknowledges the employer's right to conduct such monitoring.** The security of e-mail and voice mail and computer systems could subject the employee to disciplinary action, up to and including termination.

WHEREAS, the current Cedar City policy does not provide any guidance related to the use of social media which has become a popular means of communication; and

WHEREAS, the current policy does not address limited personal use of City electronic systems and equipment and this type of use is increasingly becoming more frequent; and

WHEREAS, the City Council finds that it is in the best interests of its workforce to establish some reasonable rules related to the use of electronic equipment that allows for limited personal use, sets boundaries related to the types of use, addresses use of social media for the benefit of the City and provides employees some guidance as to their personal use of social media.

NOW THEREFORE BE IT RESOLVED by the City Council of Cedar City, State of Utah, hereby amends Chapter 6.7 of its personnel policy to remove the struck through language and include the language underlined in red:

6.7 ~~Use of City Electronic Mail, Voice Mail and Computer Systems.~~

EMAIL, VOICE MAIL, INTERNET TECHNOLOGY, OTHER ELECTRONIC SYSTEM USAGE, AND SOCIAL MEDIA;

6.7.1 ~~Employees shall not use e-mail, voice mail or computer systems for any inappropriate use, including but not limited to the following:~~

- ~~_____ A. Solicitation for fund raisers not approved by the City;~~
- ~~_____ B. To further personal business interests;~~
- ~~_____ C. Offensive, harassing, vulgar, obscene, or threatening communications, including;~~
- ~~_____ D. Disparagement of others;~~
- ~~_____ E. Verbal abuse, slander or defamation;~~
- ~~_____ F. Creating, disturbing, viewing or soliciting sexually oriented messages, materials, or images;~~
- ~~_____ G. Electronic dissemination or printing of copyright materials, including articles and software in violation of copyright laws.~~

EMAIL, VOICE MAIL, INTERNET TECHNOLOGY, AND OTHER ELECTRONIC SYSTEM USAGE

1. Purpose.

To encourage the proper use of voice mail, email, internet technology, or other electronic systems provided by Cedar City.

2. Policy.

It is the policy of Cedar City to establish basic guidelines concerning the appropriate use of email, voice mail, internet technology, or other electronic communication systems owned and provided by Cedar City. All communications over and activities conducted on these systems are the property of Cedar City. These systems have been provided by Cedar City to its employees for the purpose of performing their job.

3. Monitoring and expectation of privacy.

- a. Cedar City encourages employees to use email, voice mail, internet systems, and other electronic systems for both City related and personal purposes, but only in accordance with this policy.
- b. Employees have no expectation of privacy when using voice mail, email, internet technology, or other electronic systems provided by Cedar City. Some City equipment requires the use of a password. The use of passwords is for the benefit of the City to prevent unauthorized access by the public and/or other employees and should not be construed as creating an expectation of privacy by employees using the password.
- c. Cedar City expressly reserves the right to inspect the contents of any email, voice mail, internet technology, other electronic system, or files residing on any of the City's server(s) or other equipment that stores data or information. Inspections may occur at any time and for any reason. For purposes of this policy City's servers include but are not limited to servers owned by Cedar City or servers where Cedar City rents or leases space such as internet service providers or other such hosting services paid for by Cedar City.
- d. Supervisors should be particularly aware of situations that may warrant monitoring of employee usage such as suspicion of a crime, violation of policy, or to monitor productivity.

4. Allowed Use of City Equipment.

Cedar City encourages work related and personal uses for email, voice mail, internet technology, and other electronic systems by City employees for the following:

- a. To facilitate the performance of job functions;
- b. To facilitate the communication of information in a timely manner;
- c. To coordinate meetings and efficient use of City resources;
- d. To share ideas and information;
- e. For personal use during employee's time off, and;
- f. to encourage employee innovation.

5. Prohibited use of City Equipment.

Cedar City prohibits employee use of City email, voice mail, internet technology, and other electronic systems for the following purposes:

- a. Political endorsements
- b. Commercial or business activities not related to interests of the Cedar City Corporation;
- c. Personal use of systems during employee's work time other than brief and incidental use;
- d. Sending obscene or suggestive messages;
- e. Sending, viewing, or downloading offensive, pornographic, discriminatory, disparaging or harassing graphical images or information;
- f. Threats of harassment;
- g. Slander or defamation;
- h. Other illegal activities or activities that are prohibited by policies adopted by Cedar City.

6. Miscellaneous.

- a. Employees using email, internet, and other related systems within the City for personal use will be responsible for reimbursing the City for any direct expenses incurred from that use, such as printing or long distance telephone costs.
- b. Employees are cautioned to not send email to every employee listed on the City's email system that is indicative of persons' personal political or religious beliefs.
- c. Violations of this policy will be reviewed on a case by case basis and may result in disciplinary action up to and including termination of employment.
- d. Violations of this policy that may be construed to be of a harassing nature or that may create a hostile work environment will be treated as a violation of the City's harassment policies.

6.7.2

~~E-mail and voice mail communication and the content of City owned computers are the sole property of the City and may be subject to monitoring at any time without notice. When using the e-mail or voice mail systems, and other equipment including City computers, the employee knowingly and voluntarily consents to being monitored and acknowledges the employer's right to conduct such monitoring. The security of e-mail and voice mail and computer systems could subject the employee to disciplinary action, up to and including termination.~~

I. SOCIAL MEDIA

- 1. Purpose. Cedar City recognizes that social media has changed the way people communicate with each other and that the use of social media can enhance communications between City government and citizens, particularly citizens that do not access traditional media. Cedar City policies related to social media are to be interpreted in furtherance of this purpose.

2. Policy. Cedar City encourages the use of social media to further the mission of the City and its departments where appropriate. This policy sets forth guidelines for the establishment and use of social media by the City for the dissemination of information to the public. This policy also sets forth guidelines related to private use of social media by employees that may impact the City's interests. For purposes of this policy, social media means any facility for online publication and commentary including without limitation blogs, wiki's, content hosting sites such as Flickr and YouTube, and social networking sites such as Facebook, LinkedIn, Twitter, and Google Plus.

A. CITY SPONSORED SOCIAL MEDIA

1. Policy.
Cedar City departments may utilize social media and social networking sites to enhance communications with citizens and program participants subject to the following rules and guidelines contained herein.
2. Site approval and General Use.
 - a. All Cedar City social media sites shall be approved by the City Manager. The department head, or department head's designee, shall be responsible for the content and upkeep of each social media site maintained by that department.
 - b. Cedar City social media sites shall generally be used for: (1) marketing/promotional channels which increase the City's ability to broadcast its messages to the widest possible audience; (2) public information updates, and; (3) the dissemination of time sensitive information as quickly as possible (i.e. emergency information).
 - c. Content posted to Cedar City social media sites shall also be made available on the City's main web site whenever possible. Content posted to City social media sites should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with Cedar City.
 - d. Employees representing Cedar City via social media outlets must conduct themselves at all times as a representative of the City and in accordance with all appropriate City policies and standards, including but not limited to the Cedar City Personnel Manual and Council Resolutions adopting child appropriate standards.
 - e. City social media sites shall be used only for communication of City related information and shall not be used for personal purposes.
3. Record Retention.
 - a. Cedar City social media sites shall comply with federal, state, and local laws, regulations and administrative rules.
 - b. City social media sites are subject to State of Utah public record laws. The department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social sites. If the

information requested is available on the social media site, referral of the requester to the site will generally constitute compliance with the request. Content related to Cedar City business shall be maintained in an accessible format and so that it can be produced in response to a request. Whenever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. Users shall be notified that public disclosure requests must be directed to the appropriate departmental records representative.

- c. State of Utah record retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the department maintaining a site shall preserve records required to be maintained pursuant to relevant record retention schedules for the required retention period on a server owned or leased by the City. Records shall be stored in an easily accessible format that preserves the integrity of the original record.

4. Standard Notices.

- a. Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between City departments and members of the public. Cedar City social media site articles and comments containing any of the following forms of content shall not be allowed:
 - i. Comments in support of or opposition to political campaigns or ballot measures;
 - ii. Profane language or content;
 - iii. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - iv. Sexual content or links to sexual content;
 - v. Solicitations of commerce;
 - vi. Conduct or encouragement of illegal activity
 - vii. Information that may tend to compromise the safety or security of the public or public systems;
 - viii. Content that violates a legal ownership interest of any other party; or
 - ix. Comments not topically related to the particular social medium article being commented upon, including random or unintelligible comments.
- b. The guidelines described above should be displayed to users or made available by hyperlink. A copy of any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available.

5. Miscellaneous.

- a. Cedar City reserves the right to restrict or remove any content that is deemed to be in violation of this social media policy or any applicable law.

- b. The social media tools that are currently approved for use by Cedar City are Twitter, Facebook, Google Plus, and City-sponsored blogs. If any City department desires to use any other social media tool, such use must be approved by the City Manager and is subject to this policy.
- c. All content created or posted on a City social media site as well as all City profile and home pages shall belong to Cedar City.
- d. All social media sites belonging to Cedar City shall use such text, fonts, logos, images, color schemes, and other applicable stylistic items as are from time to time adopted in the Cedar City Style Guide.
- e. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment. All disciplinary action shall follow the policies and procedures contained in the Cedar City Personnel Policy Manual.

EMPLOYEE PERSONAL USE OF SOCIAL MEDIA

1. Employee personal communication using social media may reflect on Cedar City especially if employees are commenting on City business, supervisors, fellow employees, City policies, and/or are identified as a City Employee while using social media. Often times messages on social media reach a broader audience than was intended when the message was posted and these messages may be difficult to edit or retract once posted. Employees are strongly discouraged from posting anything on social media that may be disparaging to Cedar City, its employees, elected and appointed officials, and policies. Postings on social media that violate a separate section of this policy or any policy permitted hereunder may be grounds for discipline up to and including termination of employment.

Amended by Resolution No. _____

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah that staff is authorized to make such changes to the personnel policy's table of contents and format that do not impact the substance of the above amendments that are reasonably necessary to facilitate the amendments approved herein.

Dated this ____ day of _____, 2013.

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

CEDAR CITY COUNCIL
AGENDA ITEM 4
DECISION PAPER

TO: Mayor and City Council

FROM: Chief Allinson

DATE: 2 December 2013

RE: Iron County Critical Incident Task Force Investigative Protocol

DISCUSSION: The Iron County Attorney's office has the responsibility to investigate and determine if an officer's conduct was criminal in nature or a justified use of deadly force if a police officer uses deadly force in the line of duty. The Iron County Attorney's office also must investigate and determine if there was a criminal action if an individual dies while in the custody of a law enforcement agency.

The Iron County Attorney's office does not have trained detectives. To facilitate the investigation of incidents as described above, all of the law enforcement agencies in Iron County have agreed upon the attached protocol. This protocol will allow for trained detectives from each agency to be identified before hand and then work together when called upon to investigate an officer involved shooting or in-custody death. This will ensure the incident is investigated by trained detectives from police agencies outside of the jurisdiction in which the involved officer is employed.

Upon your consideration, we would like Council's permission to sign this protocol to be a part of this critical incident task force investigative team. Please see the attached protocol.

CITF

**IRON COUNTY
CRITICAL INCIDENT TASK FORCE
INVESTIGATIVE PROTOCOL**

CREATED JANUARY 9, 2013

FORWARD

Scott F. Garrett
Iron County Attorney's Office

The Iron County Critical Incident Task Force has been established to provide uniform procedures and mutually agreed to rules. The procedures established in this protocol relate only to an investigation of the conduct of a police officer, in custody death, or other covered employee of a law enforcement agency as defined in this protocol.

The goal and purpose of the protocol investigation is to determine whether or not the conduct of a law enforcement employee which caused the protocol to be invoked is criminal in nature.

If an administrative investigation of the employee is warranted, that investigation will be handled by the employer agency. The administrative investigation must be conducted by detectives or investigators not assigned to the protocol investigation and are the responsibility of the venue and/or employer agencies. This is not intended to prohibit sharing information between Protocol investigators but, rather, to provide an unbiased and non-conflicted investigation of the law enforcement employee's conduct.

The protocol procedures and rules cannot anticipate every possible circumstance that might occur. Therefore, any time a protocol investigation is being conducted, the procedures outlined in the protocol may be modified, as long as each specific modification is mutually agreed to by each involved agency's assigned member. Interviews of witnesses or other involved parties by protocol investigators, without prior mutual agreement by the protocol task force, shall not occur.

This protocol, is not a statute, ordinance or regulation and is not intended to increase the civil or criminal liability of member agencies or their employees, and it shall not be construed as creating any mandatory obligation to, or on behalf of, third parties.

CRITICAL INCIDENT TASK FORCE PROTOCOL

1. DEFINITIONS

- A. An incident is either a "law enforcement involved use of deadly force incident" or a "critical incident" as defined herein.
- B. Law Enforcement Involved Use of Deadly Force Incident: Incidents occurring within Iron County where a law enforcement agency employee is involved as an actor, victim or custodial officer where there is the use of deadly force. (See I-F for definition.)
- C. Critical Incident: Incidents occurring within Iron County where a law enforcement employee is involved, which may have criminal liability.
- D. Deadly Force: Force intended or likely to cause death or serious bodily injury (UCA § 76-2-402).
- E. Law Enforcement Employee: This protocol applies to defined employees and to certain other people affiliated with law enforcement agencies who are members of this protocol agreement as follows:
 - (1) Full-time, part-time and hourly sworn officers, whether on or off duty and acting for a law enforcement agency or a private purpose at the time of the incident.
 - (2) Full-time, non-sworn employees on duty at the time of the incident.
 - (3) Part-time, non-sworn employees on duty at the time of the incident.
 - (4) Reserve law enforcement officers on duty at the time of the incident.
 - (5) Temporary law enforcement employees and law enforcement agency volunteers, whether paid or unpaid, on duty at the time of the incident. This category includes informants when they are working under direct control and supervision of a peace officer.
- F. Actor: A law enforcement employee who uses deadly force.

- G. Subject: Any person (injured or not) who is not a covered law enforcement employee, and who may or may not have criminal culpability related to the incident.
- H. Venue Agency: The agency or agencies within whose geographical jurisdiction the incident occurs. (See paragraph 3A [4] and [5] for venue determination factors.)
- I. Employer Agency: The agency with which the involved law enforcement employee is employed or affiliated. (In many cases, the venue agency will also be the employer agency.)
- J. Protocol Investigators: Those investigators assigned by the Task Force Command.
- K. Administrative Investigators: Those investigators assigned by the employer agency to conduct the administrative or the internal investigation of the incident.
- L. Member Agencies: The law enforcement agencies in Iron County who are members of this Protocol Agreement.
- M. Task Force Command: Iron County Attorney and a designee (supervisor) from each full service law enforcement agency in Iron County.

2. INVOCATION OF PROTOCOL

- A. Automatic and Immediate. Upon the use of deadly force by a law enforcement employee, this protocol is automatically and immediately effective. The venue agency is required to immediately contact the Protocol Team Supervisor and affirmatively invoke the protocol. The Protocol Team Supervisor shall immediately contact the Iron County Attorney's Office to notify them about the incident and have Protocol Team personnel respond.
- B. Optional. Each member agency, in the capacity of a venue agency or employer agency, may request activation of this protocol upon the occurrence of any critical incident involving a law enforcement employee, which may have possible criminal liability attached. The Task Force Command will consider the seriousness and circumstances of the incident when determining whether or not to invoke the protocol. Upon this option invocation, the matter will be investigated under the provisions of this protocol. Any member agency can veto an investigation into their own agency under this optional invocation by having their Chief or designee provide notice to the Task Force Command.

3. INVESTIGATIVE AGENCIES, FORMATS AND RESPONSIBILITIES

- A. In order to recognize and accommodate the various interests and rules of law that are involved in an incident, investigations may be performed under two separate formats: Protocol Investigation and Administrative Investigation.

- (1) Protocol Investigation: The protocol investigation focuses on the conduct of the law enforcement employee and subject. The protocol investigation will also be performed by the Task Force Command, concurrently with, but independently from, the administrative investigation of the law enforcement employee. The protocol investigators will not participate in the administrative investigation.
 - (2) Administrative Investigation of a Law Enforcement Employee: The administrative investigation is conducted by the employer agency and addresses policy and procedural issues of the department. While Protocol investigators do not direct their investigative attention to administrative concerns, it is recognized that their results are of interest to the employer agency for its internal use and those results are fully available for that purpose.
 - (3) Venue Determination: When an incident occurs in part, in two or more jurisdictions, each of those jurisdictions is a venue agency.
 - (4) If, for any reason, the venue agency cannot be determined, the Iron County Attorney or his representative will designate the venue agency.
- B. Scene Security: Each agency has the responsibility of securing the scene(s) within its jurisdiction until all investigations are complete.
- C. Crime Scene Processing and Evidence: The criminal investigators will be responsible for documenting the scene, the collection and preservation and analysis of physical evidence for the investigation of the subject, and the law enforcement employee. Administrative investigators have access to all collected evidence and tests. All evidence collected at the scene shall be secured in an evidence storage facility as designated by the Protocol investigative team. Prior to final relinquishment of the scene, the criminal and protocol investigators will provide the administrative investigators an opportunity to assess the need for further evidence processing.
- D. Notifications: Upon identifying an "incident" as defined herein, the venue agency shall make the following notifications as promptly as possible:
- (1) Critical Incident Task Force Investigation Team;
 - (2) The Iron County Attorney's Office; and
 - (3) The Utah Medical Examiner's Office, when a death has occurred.
- E. If a person is transported to the hospital, an officer (designated by the Task Force Command) should accompany the person in order to:

- (1) Locate, preserve, safeguard and maintain the custody chain of physical evidence on/with the subject.
 - (2) Obtain a dying declaration, a spontaneous statement, a contemporaneous statement, or a statement of then-existing or previous mental or physical state.
 - (3) Maintain custody, if the person has been arrested.
 - (4) Identify witnesses and medical personnel.
 - (5) Be available for contacts with the injured person's family, if appropriate.
- F. If a law enforcement employee still has possession of the weapon used in the incident, the supervising officer at the scene may take the weapon and secure it; however, a firearm should not be removed from its holster unless necessary. If the firearm is taken by the supervisor, it should be done discretely (i.e. in private). The preferred method for securing a firearm is for the criminal investigation team to recover it at the appropriate time. Firearms should be replaced as quickly as possible, unless circumstances dictate otherwise.
- G. In shooting cases, the Protocol Task Force weapons investigator will check the firearms of all officers present at the time of the incident and ensure that all discharged firearms are identified by owner and serial number. The Protocol weapons investigator will document the condition of the inspected firearms.
- H. Collected weapons or instruments shall be placed in an evidence storage facility, designated by the Protocol investigative team, until all appropriate testing is accomplished. Weapons should not be released from evidence or handled except for investigative purposes. If Administrative investigators require handling of weapons involved, it should be approved by the County Attorney's Office. Final disposition of the weapon is in accordance with State law and the venue agency policy, after approval from the Iron County Attorney.
- I. Transporting and Sequestering Involved Officers:
- (1) Officers who were present at the time of the incident, whether actors or witnesses, will be relieved of their duties as promptly as possible and shall be transported to a secure location and sequestered. A peer officer may accompany the involved employee; however, they should not discuss the incident.

- (2) Involved officers shall not discuss the case amongst themselves, fellow officers or others not involved in the investigation, with the exception of their legal representatives.

J. Involved officers may call their spouses or family and notify them of their well-being.

4. CUSTODIAL DEATHS

- A. A subject who dies while in police or corrections custody falls under the protocol. If the death was anticipated and the result of a medical condition under the care of a physician, it will be considered an attended death and the Protocol Team should not respond.
- B. If the death occurred at a correctional facility, police agency building, or holding area, the venue agency is the agency having jurisdiction in that area.
- C. If a death of a subject occurs outside a correctional facility, the agency having jurisdiction in the area will act as the venue agency. The employer agency would be the agency that had custody of the subject. Using this scenario, the venue and employer agency could be the same.
- D. Custodial Death Scenes: When an incident occurs in a correctional facility, a holding facility or other location where other inmates may be witnesses, those inmates should be identified and, if possible, separated pending interviews by Protocol investigators.

5. INTERVIEWS

- A. Law enforcement employees have the same rights and privileges as citizens.
- B. The protocol investigation and interviews of law enforcement employees, witnesses and suspects shall be conducted with all primary protocol investigators present, unless otherwise agreed upon prior to the interviews.
- C. If and when the protocol interview becomes custodial, the *Miranda* admonition is applicable. However, if the officer has a legal representative present at the interview, the *Miranda* admonition does not have to be given.
- D. Agency policy and case law permit heads of law enforcement agencies to order their officers to cooperate with criminal investigations being performed by other agencies. Failure to comply with such orders may result in insubordination. When applicable, interviewees may be advised of this provision. However, officers will not be compelled by threats of administrative punitive action (or otherwise) to answer Protocol Team questions which could be self-incriminating.

- (1) Interviews will be conducted separately. Interviews will normally be recorded.
- (2) Interviewees will be considered as witnesses unless the circumstances dictate otherwise.

6. **INTOXICANT TESTING**

- A. Law enforcement employees have the same rights and privileges as citizens regarding intoxicant testing. When protocol investigators determine that a law enforcement employee's sobriety is relevant to the investigation, they have these options:
 - (1) Obtain a blood and/or urine sample by consent; or
 - (2) Obtain a search warrant for the sample.
- B. Administrative Investigation Test Results: Intoxicant test results obtained by protocol investigators are available to administrative investigators.
- C. In the event protocol investigators do not obtain blood and/or urine samples for testing, the employer agency may then seek to obtain samples. The protocol investigators have the first opportunity to obtain blood and/or urine samples.
- D. Miscellaneous:
 - (1) Blood is best for alcohol testing, while urine is best for drug screening. Samples of both should be obtained for most complete results.
 - (2) Samples should be collected promptly after the incident for most meaningful results.
 - (3) A law enforcement employee may volunteer to provide blood and urine for testing, even if protocol and administrative investigators haven't obtained samples. Similarly, a person from whom protocol or administrative investigators have obtained samples may request that another sample be taken for independent testing. Such a request will be promptly honored; however, the person volunteering this sample is responsible for the expense of the test.

7. **AUTOPSY**

- A. At least one member of the Protocol Team will attend the autopsy. The Medical Examiner performing the autopsy should receive a complete briefing prior to the examination. This briefing will include all relevant information known at that time.
- B. The protocol investigator shall assume responsibility for documenting and collecting physical evidence following the autopsy.

- C. Although the Medical Examiner has authority to determine who attends an autopsy, it is usually advisable to allow attendance by a recognized professional criminalist retained by representatives of the decedent, if such a request has been expressed before the autopsy has begun.

8. IRON COUNTY ATTORNEY'S OFFICE

- A. The Iron County Attorney's Office assumes the following role in protocol investigations:
 - (1) Participate co-equally with the venue and employer agency in the protocol investigation.
 - (2) Upon completion of the protocol investigation, analyze the facts of the incident as well as relevant law to determine if violations of criminal laws exist. If so, prosecute as appropriate.
 - (3) Strive to complete it's report and findings within two (2) weeks of the completion of the protocol and criminal investigations.
 - (4) Determine irreconcilable differences between member agencies.
- B. If the protocol investigation results in criminal charges against a law enforcement employee, the affiant on the information filed by the County Attorney's Office shall be a Protocol investigator assigned by the Critical Incident Task Force Manager.
- C. Once criminal charges have been filed, the protocol investigative team shall be dissolved and any additional follow-up investigation that is needed in order to prepare the case for trial shall be handled by an investigator assigned by the County Attorney. Any officer assigned to the Protocol Team should make themselves available for trial preparation and court purposes.

9. REPORT WRITING

- A. Protocol investigators will decide which investigator is responsible for a particular report. Investigators should not write more than one report on an interview or event, regardless of the number of interviewers involved. Protocol investigators are responsible for the final report of the Task Force investigation. Prior to submitting a law enforcement (employee) interview report, the involved employee should have the opportunity to review the report. All protocol investigators will coordinate with the Incident Manager to write a final report which documents their participation in the investigation.
- B. Prompt completion and distribution of reports is essential. All agencies and investigators will strive for report completion and distribution within two (2) weeks after the incident.

C. Administrative Investigation:

- (1) The employer agency shall control the reports and findings of the administrative investigation.
- (2) Information obtained by administrative investigators may be shared with protocol and criminal investigators only when legally appropriate and after obtaining approval from the employing agency's legal counsel.
- (3) Protocol investigators will promptly and periodically brief the administrative investigator(s) of the protocol investigation process. The administrative investigator(s) will have access to briefings, the scene(s), physical evidence, reports and interviewees' statements.

10. NEWS AND MEDIA RELATIONS

- A. The Protocol Command Team will designate who has the responsibility for making press releases about the incident and its investigation.
- B. The employer agency should limit its comments to the following areas:
 - (1) The employer-employee relationship; and
 - (2) Information that has been cleared for release by the protocol task force.
- C. Release of reports to the media shall fall under the individual agency's GRAMA requirements.

11. ACCESS TO REPORTS AND EVIDENCE

- A. Material/evidence that is created or collected by, or at the request or direction of, the Protocol investigators will be made available in a timely manner to those agencies that have an interest in the investigation, including the administrative investigators. Material and evidence provided to administrative investigators should be released from the original case file at the County Attorney's Office.
- B. When the protocol task force and/or County Attorney's Office concludes that the physical evidence collected for the criminal/protocol investigation is no longer needed for criminal law purposes, the employer agency and venue agency shall be notified of that decision so it can assume responsibility for preservation or disposal of such evidence as prescribed by law and department policy.

END OF PROTOCOL

**CEDAR CITY
COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: December 4, 2013

SUBJECT: Consider Revised Cooperative Agreement with UDOT for the Reconstruction of the South Interchange

DISCUSSION: In October the City Council approved a Cooperative Agreement with UDOT for the Reconstruction of the South Interchange that indicated the City's participation in the project would be \$1,100,000. The agreement also provided other details on how the City's funds would be spent. UDOT has now requested to have that agreement modified to include the City's match of \$72,616 for a \$1,000,000 grant we received from UDOT to also help reconstruct the interchange. The grant will mainly be paying to modify the existing south bound on ramp fly-over structure so it will serve as a multi-use trail overpass across I-15 with ramps on each end and fencing on both sides of the structure. This multi-use trail overpass across I-15 will be significant in helping us link our trail system throughout the City. The funding for this \$72,616 will be discussed in the write-up for the next item concerning a loan for UDOT for the City's participation.



State of Utah
Department of Transportation

Cooperative Agreement Local Agency	Project Description: : I-15; South Cedar City Interchange	Estimated value of scope of work \$1,172,616.00
	Local Agency: Cedar City Corporation	
PIN: 9951 Job/Project: F-I15-2(54)57		Date Executed [insert date]

THIS AGREEMENT, made and entered into executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and Cedar City Corporation, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

Local Agency has requested that the Work be included in UDOT's Project. Subject to the attached provisions, UDOT will include the following items into the above referenced Project. The \$1,100,000.00 is part of a partnership proposal the Local Agency made with the Utah Transportation Commission. Upon signing this Agreement, Cedar City Corporation agrees that the entire \$1,100,000.00 will be incorporated into the UDOT project that will modify the South Cedar Interchange into a Diverging Diamond Interchange and will be used as identified under the Description of Work. If any excess money is available after making the UDOT project whole, and not incorporated into landscaping/aesthetic items with this project, any such excess money will be used to pay back the SIB Loan.

Description of Work:

The following construction priorities are being utilized to make the project whole:

1. Construction of NB off ramp and SB on ramp.
2. Construct DDI and realign Cross Hollow Road.
3. Lower vertical profile of Cross Hollow to provide standard 16'-6" clearance. This also includes the modification of the existing soil nail walls to match lowered profile.
4. Construct NB parallel off ramp (under the existing flyover) to provide additional deceleration length. This will require the median widening of NB I-15.
5. Maintain existing flyover for future livestock and pedestrian overpass.
6. Maximize remaining area of surplus property.
7. Landscape interchange.
 - a. There is 0.75% (maximum) of the construction amount available for landscaping/aesthetics of the interchange. Any portion of the city's funds not used to achieve the other project construction priorities (1 – 6, listed above) will be used (in addition to the 0.75%) for landscaping/aesthetics.

The base bid of the UDOT project will include the 0.75 % identified in 7.a. above for landscaping/aesthetic items. UDOT will work with the Local Agency's Landscaping Consultant to incorporate the concepts approved by Cedar City Corporation. There will be additive bids in the project for additional landscaping/aesthetic items. Cedar City Corporation will approve these additive bids prior to construction.

Cedar City also secured \$1,000,000.00 of Small Urban Highway funds from the Joint Highway Committee to be used for infrastructure for this project. Cedar City's local match for these funds is \$72,616.00.

The grand total of funds committed by Cedar City totals \$1,172,616.00

Project Completion Date: October, 2014

The **Local Agency** shall submit payment of said amounts with **UDOT's** Comptroller's Office located at UDOT/COMPTROLLER, 4501 South 2700 West, Box 141500, Salt Lake City 84119-1500 prior to advertising the project.

Total Reimbursement to UDOT is

\$1,172,616.00

Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

UDOT will include the Local Agency's requested Work provided that the Local Agency pays the actual costs UDOT incurs or a lump sum. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding the Work and the Work will not be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Local Agency work installed by UDOT's Contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Resident Engineer and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. UDOT's Contractor will perform the described Work in accordance with the plans and specifications approved by the parties. The Local Agency, through its inspection of said Work, will provide UDOT's Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of said Work upon completion of construction.

Access for maintenance and servicing of the Local Agency property located within State right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain a permit and abide by the conditions of the permit in accordance with Utah Administrative Code R930-7.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising

from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

To the extent it may be lawfully do so, the Local Agency further agrees to release UDOT from any responsibility or liability that may result from the Local Agency's operation or maintenance activities.

UDOT's periodic plan and specification review or construction inspection arising out of the performance of the Project does not relieve the Local Agency of its duty concerning the performance of this Project or to ensure compliance with acceptable standards.

II. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing;
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If Local Agency terminates the Agreement, the Local Agency shall be responsible for all the costs UDOT incurs for the Work prior to the termination; or

- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah State Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to UDOT:

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

If the Local Agency's project scope or schedule changes from the original intent of this Agreement, the Local Agency shall notify the UDOT Project Manager before any changes are made. Any costs incurred by UDOT, as a result of the scope or schedule changes, will be the responsibility of the Local Agency.

Any modification to this Agreement must be approved in writing by the parties hereto is

required prior to the start of work on any changes or additions.

VI. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

The parties may execute this Agreement in counterparts.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on August 1, 2013.

[Agency name here]				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				[UDOT Officer Name & Title]			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director [or second signature verification]			
By		Date		By		Date	
Title/Signature of additional official if required				Comptrollers Office			

**CEDAR CITY
COUNCIL AGENDA ITEM 7
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: December 4, 2013

SUBJECT: Consider Loan Agreement with the State Infrastructure Bank of Utah for the Reconstruction of the South Interchange

DISCUSSION: In the previous item it was proposed to enter into a Cooperative Agreement with UDOT for the Reconstruction of the South Interchange where the City would contribute \$1,172,616 toward the project funding. The City's financial contribution to the project played a significant role in getting UDOT to fund the remaining \$10,000,000 for the project and have it construct next year. In order for the City to pay our committed contribution with negatively affecting our budget, UDOT has approved a 4 year loan at 1.58% interest for the \$722,000 that the City cannot pay before the project is advertised. A few other details of the loan are described in the attached agreement and amortization schedule.

LOAN AGREEMENT
STATE INFRASTRUCTURE BANK
STATE OF UTAH

Department of Transportation

This loan agreement is entered into by and between the State of Utah, Department of Transportation (hereinafter "UDOT") and the City of Cedar (hereinafter "Cedar City").

RECITALS

1. Whereas, the purpose of this loan is to partner with the UDOT in the reconstruction of the South Cedar Interchange.
2. Whereas, UDOT is in the final stage of design to convert the current interchange configuration to a DDI interchange, and has accelerated the project from a phased design to a total reconstruction in 2014.
3. Whereas, Cedar City has applied to UDOT for an SIB loan to enable them to fund their commitment to the Transportation Commission.

Now therefore it is agreed that UDOT will issue an SIB loan in an amount not to exceed \$722,000 to Cedar City upon the following terms and conditions:

TERMS and CONDITIONS

1. UDOT shall loan Cedar City **\$722,000** in funding from the SIB loan to enable the reconstruction of the South Cedar Interchange.
2. UDOT will manage and supervise the work incorporated into the project.
3. **All** modifications and Change orders concerning the aesthetics or landscaping of the interchange will be approved in writing by both UDOT and Cedar City.
4. **All** unused funds will be applied to the principle amount.
5. The interest rate will be 1.58% annual interest.
6. Principle and interest will be paid according to Exhibit A
7. In the event Cedar City is 30 days delinquent with a payment, B & C road funds allocated for Cedar City will be withheld until the payment has been satisfied.

8. Each party to this Agreement shall designate a representative as contacts to address questions and issues as they arise under this agreement.

9. Any changes to this Loan Agreement shall be in writing and signed by both parties.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 2011. This contract will take effect upon approval as evidenced by the appropriate signatures.

CEDAR CITY

STATE OF UTAH

By: _____

By: _____

Title: _____

Title: _____

Amortization Chart



HELP

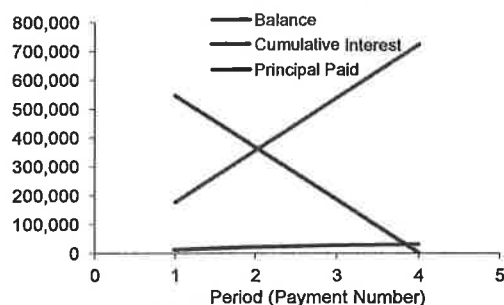
Rate = 0-3 + .5%, 4-7 + .75%, 8-10 +1.0%

0.08%

Loan Amount (pv)	722,000
Interest Rate (rate)	1.58%
Total # of Periods (Nper)	4

Payment per Period \$ 187,685.63
Total Interest Paid \$ 28,742.52

Loan Amortization Chart



Period	Payment Amount	Interest	Cumulative Interest	Principal	Principal Paid	Balance
					\$	722,000.00
1	187,685.63	11,407.60	11,407.60	176,278.03	176,278.03	545,721.97
2	187,685.63	8,622.41	20,030.01	179,063.22	355,341.25	366,658.75
3	187,685.63	5,793.21	25,823.22	181,892.42	537,233.68	184,766.32
4	187,685.63	2,919.31	28,742.52	184,766.32	722,000.00	0.00
#N/A	-	-	-	-	-	-
#N/A	-	-	-	-	-	-
#N/A	-	-	-	-	-	-
#N/A	-	-	-	-	-	-
#N/A	-	-	-	-	-	-
#N/A	-	-	-	-	-	-

**CEDAR CITY
COUNCIL AGENDA ITEM 7
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: December 4, 2013

SUBJECT: Review Bids for the Southern View Subdivision Rock retain Wall and the Cove Drive Block Retaining Wall Project

DISCUSSION:

Bids for the combined Southern View Subdivision Rock Retain Wall and the Cove Drive Block Retaining Wall Projects were received last Wednesday. As shown on the attached bid summary sheet Schmidt Construction of Cedar City had the low bid of **\$140,150** for the combined project. The engineer's estimate was \$140,000. The budgets and bid amounts for each individual project is as follows:

<u>Project</u>	<u>Bid Amount</u>	<u>Budget</u>
Southern View Rock Wall	\$44,795	\$60,000
Cove Drive Block Wall	\$95,356	\$100,000

If this bid is awarded it would be on the condition that the contractor provide the required executed bonding, insurance documents, immigration status verification and that the Mayor be authorized to sign the contract with the Contractor.

**Southern View Rock Wall/Cove Drive Block Wall
Bid Summary**

Engineers Estimate **\$140,000.00**

Contractor	Bid
Schmidt Construction	\$140,150.00
Interstate Rock Products	\$178,577.00
Royal T Enterprises	\$244,800.00
John Orton Excavating	\$250,041.50
Precision Pipeline	\$259,375.00
Ridge Rock	\$234,113.50
Schmidt Construction	\$0.00
Schmidt Construction	\$0.00
Schmidt Construction	\$0.00
Schmidt Construction	\$0.00

**CEDAR CITY
COUNCIL AGENDA ITEM 9
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: December 4, 2013

Subject: Review an agreement for the Southern View Subdivision Rock Wall project.

Discussion: As part of the Southern View Subdivision Phase 3, the bond for the subdivision improvements included funds for the construction of a wall to protect the lots from an existing drainage channel adjacent to the subdivision. However, the wall was never completed as part of the original subdivision improvements.

The portion of the rock wall that needs to be completed is located on Lots 52, 53, 62, 63, and 72 in Southern View Subdivision Phase 3. These lots are currently owned by four different owners. Therefore, four separate agreements have been drafted – one for each of the property owners.

The agreement states that the lot owners will grant construction access to allow the rock wall to be built on their property. However, after the rock wall is completed, then the lot owners will have ownership and be responsible for the maintenance of the wall.

One of the proposed agreements between Cedar City and the lot owners is included on the following pages. The other agreements are similar; the only difference is the names of the property owners and the lot numbers.

EASEMENT AND LIABILITY WAIVER AGREEMENT

This agreement is entered this ____ day of _____, 2013, between Cedar City Corporation, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as CITY, and CC Real Property Holdings, LLC, a business entity and owner of real property that is the subject of this agreement, hereinafter referred to as OWNER.

WHEREAS, OWNER represents that it owns clean title to all of lot 52 in the Southern View Subdivision, Phase 3, in Cedar City, Utah; and

WHEREAS, OWNER represents that as of entering this agreement no structures have been built on lot 52, although lot 52 has been improved with curb, gutter, sidewalk, and underground utilities. Also the asphalt fronting the lots has been improved; and

WHEREAS, lot 52 Southern View Subdivision, Phase 3, is also described by the Iron County Recorder as account number 0463924, parcel number B-1832-0052-0000, and having the following legal description: LOT 52, SOUTHERN VIEW SUBDIVISION, PHASE 3; NW1/4 SEC 27, T36S, R11W, SLM; and

WHEREAS, CITY owns and maintains a storm drain system improvement east of lot 52 Southern View Subdivision, Phase 3, and CITY has limited funding which is intended to be used to construct a rock wall on lot 52 to assist in protecting the property from injury arising out of, in connection with, or resulting from the management of flood waters or other natural disasters; or the construction, repair, or operation of a flood or storm system; and to mitigate possible erosion of the slopes separating the lot from the flood control systems; and

WHEREAS, CITY has adopted the uniform building code and its provisions regulating cut slopes and protection against erosion. With the cut slope on the lot referenced in this agreement the building code requires protection against erosion; and

WHEREAS, if OWNER chooses not to enter this agreement with CITY, then in accordance with the adopted building code at the time a building permit is pulled for OWNER's lot OWNER will be required, at OWNER's expense, to build a wall. If OWNER chooses to build a wall at OWNER's expense, then OWNER may request reimbursement from CITY. There is no guarantee CITY will have funding available to reimburse OWNER. If funding is not budgeted to reimburse OWNER, CITY will have no liability to reimburse OWNER; and

WHEREAS, pursuant to its engineering standards CITY has designed a rock wall. The rock wall will mitigate erosion of the slope and protect CITY's flood control system; and

WHEREAS, pursuant to its purchasing policy CITY has requested proposals from licensed and qualified contractors to construct the rock walls; and

WHEREAS, CITY anticipates the construction of the rock wall will be completed within six (6) months of the date on which this agreement is entered; and

WHEREAS, at the end of construction the rock wall on OWNER's property will belong to OWNER and CITY will have no further ownership interest in the rock wall and no further responsibility to maintain the rock wall; and

WHEREAS, CITY and OWNER enter this agreement for the purpose of documenting construction easements; ownership of the wall; release of future liability based on the design, construction, or performance of the wall; matters related to the construction and material testing for the wall; and such other matters as are set forth herein.

NOW THEREFORE BE IT AGREED between CITY and OWNER that adequate consideration exists to support the formation of this agreement and the CITY and OWNER agree as follows:

1. Construction easements.

OWNER hereby grants to CITY a construction easement across the all of lot 52 in the Southern View Subdivision, Phase 3. Said easement shall allow CITY, its employees and contractors, access across the property for the purpose of constructing the rock wall along the east boundary of the lot. The easement will also allow CITY, its employees and contractors, to make such excavations as are reasonably necessary along the east property boundary to construct the rock wall. This easement shall also allow CITY, its employees and contractors to stage such material and equipment on OWNER's property as is reasonably necessary to complete the construction of the rock wall.

This easement shall not permit CITY, its employees or contractors, to cause damage to any of the improvements currently on the property or in the public right of way fronting the property. CITY will have the responsibility of repairing or replacing existing improvements that are damaged during construction. This shall include improvements on the lot and also within the public right of way fronting the lot.

The easement granted herein shall run with the land and shall expire once the rock wall construction is complete and the contractors have finished any punch list items, or six (6) months after this agreement is signed, whichever time period is longer. If for whatever reason the construction of the rock wall takes longer than six (6) months OWNER agrees to grant reasonable time extensions upon request from CITY.

2. Construction materials.

OWNER acknowledges that there may be rocks currently stockpiled on OWNER's lot 52. OWNER agrees to allow CITY to use these rocks in the construction of the rock wall. This agreement to provide construction materials is not intended to give permission to CITY to mine subsurface materials. The intent is to allow CITY to use those rocks and materials that can be observed on the surface of lot 52 while also providing CITY the ability to remove this material and use it in the construction of this rock wall. If there are not sufficient materials on lot 52 to complete the construction of the rock wall, CITY will be responsible to provide the remaining materials.

3. Design and testing.

CITY agrees to design the rock wall pursuant to existing CITY engineering standards. OWNER agrees that it has had ample opportunity to investigate and understand CITY engineering standards and has accepted the proposed design and construction methods. CITY agrees to employ the services of a geotechnical engineer that is licensed in the State of Utah to conduct such pre-construction soils tests as are reasonably necessary to construct the rock wall. CITY also agrees to employ the services of a geotechnical engineer that is licensed in the State of Utah to conduct soil testing as is reasonably necessary during the construction of the rock wall.

4. Ownership of the rock wall.

Upon completion of construction pursuant to the terms and conditions of the contract entered into between CITY and its contractor the rock wall will belong to the owner of the lot upon which it is constructed. The ownership of the wall will include a one year warranty that the wall is fit for the purpose for which it was constructed. This warranty shall be provided by the construction contractor and administered by CITY. All maintenance of the rock wall shall be the responsibility of OWNER or OWNER's successors in interest. CITY shall have no responsibility for future maintenance. Once the wall is complete, the ownership and maintenance of the rock wall are intended to run with the land and be freely transferable without any prior permission from CITY.

5. Liability waiver.

OWNER has had the opportunity to review the proposed construction drawings for the rock wall and CITY, its employees and contractors, will not prevent OWNER from observing the actual construction of the rock wall. CITY will also make the geotechnical reports generated for this project available to OWNER, or OWNER's representatives, for inspection.

OWNER acknowledges it has been provided access and the opportunity to review the relevant information related to the design and construction of the rock wall and hereby knowingly and intentionally waives any future claims related to the construction of the rock wall, its engineering and design, geotechnical investigations, the adequacy or completeness of the geotechnical investigations, and all other claims related to the involvement of CITY, its employees or contractors, in the design and construction of the rock wall. This waiver applies to all claims at law, or in equity that OWNER has or may have in the future. OWNER accepts full responsibility for the ownership and maintenance of the rock wall. This waiver shall be recorded on title to the property, run with the title to the land, encumber the property, and bind future owners. OWNER warrants to CITY that it has clear title to the property and that this waiver shall be recorded prior to an interest in the property transferring to a third party so that such a third party will have notice of the provisions contained herein.

6. Miscellaneous.

- A. Recording. A copy of this agreement is intended to run with the title to the land described herein and to bind future owners to the terms and conditions contained herein. A full and

complete copy of this agreement shall be recorded on the title to the following described real property:

- B. Third parties. The terms and conditions of this agreement are intended to burden the real property. All future purchasers of the property are intended to take title to the property subject to the terms and conditions contained herein.
- C. Jurisdiction and venue. In the event of a dispute related to the terms and conditions contained herein jurisdiction is vested in the district courts in and for the State of Utah and venue is vested in the 5th Judicial District Court in and for Iron County, Utah. This agreement shall be governed and interpreted in accordance with the laws of the State of Utah.
- D. Integration. This agreement, the terms and conditions contained herein, and the documents referenced herein constitute the entire agreement between the parties. No prior or contemporaneous written or verbal statements may be used as evidence to interpret the provisions of this agreement.
- E. Interpretation. This agreement shall be interpreted in its entirety to accomplish the purposes contained herein. No paragraph, term, clause, phrase, or single word shall be interpreted by its self without consideration of the entire agreement and the purposes contained herein.
- F. Savings Clause. If any provision of this agreement is found, by a court of competent jurisdiction, to be illegal or unenforceable, then the contract shall be interpreted without that provision so as to achieve the purposes contained herein. The termination of the easement contained herein shall not terminate the entire agreement. All provisions related to waiving future liability contained herein are intended to be covenants running with the land and have a perpetual duration.
- G. Headings. The headings preceding the paragraphs contained herein are for reference only and shall not be interpreted as having a substantive impact on the agreement. The substance of the agreement is contained in the entirety of the provisions contained herein and not limited to the headings.
- H. Authority to enter agreement. The persons signing this agreement warranty and promise they have received the approval of the entities they represent to enter into this agreement and that by signing this agreement the entities they represent are bound to the terms and conditions contained herein.
- I. Amendment. This agreement shall not be amended unless such an amendment is in writing, duly signed by both parties hereto and duly recorded on the title to the property referenced herein. Any proposed amendment that is not written, signed, and recorded as contained herein shall have no effect on the agreement and shall be disregarded.

CITY's signature page.

Dated this ____ day of _____, 2013.

JOE BURGESS
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2013, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Joe Burgess, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Joe Burgess and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

OWNER's signature page.

Dated this _____ day of _____, 2013.

Signed by:

(print name and title of person signing)

STATE OF UTAH)

:SS.

COUNTY OF IRON)

On this _____ day of _____, 2013, personally appeared before me
_____ who duly acknowledged to me that ___he
signed the above and foregoing document.

NOTARY PUBLIC

CEDAR CITY COUNCIL
AGENDA ITEMS IV - 10
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: December 2, 2013

SUBJECT: Consider an ordinance amending the City's parking restriction ordinance (Chapter 35 Section 10).

DISCUSSION:

About a month ago the City Council approved an ordinance to create a no parking zone on 1045 North. During this process staff started looking at the City's ordinance and also past council actions related to parking restrictions. What staff found is there are some parking restrictions Council has passed that have not been incorporated into the City's ordinance.

The attached ordinance is intended to fix this problem. Included are all of the no parking and limited parking areas that have been approved by the City Council that staff can find. The ordinance does not propose additional areas for no parking or limited parking that have not received council approval in the past either through resolution or ordinance.

Please consider approving the amendments to the City's parking restriction ordinance.

CEDAR CITY ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 35, SECTION 10 OF THE ORDINANCE OF
CEDAR CITY, UTAH, RELATED TO PARKING RESTRICTIONS.**

WHEREAS, Cedar City has adopted Chapter 35, Section 10 of the ordinance of Cedar City, Utah, and said provisions contain specific parking restrictions; and

WHEREAS, City staff has researched and found that over the past years the City has adopted other resolutions and/or ordinances regulating parking on specific streets within the City that do not appear in Chapter 35, Section 10 and are therefore not in a centralized location; and

WHEREAS, keeping track of various non-centralized parking restrictions can be difficult for the general public and cumbersome for City staff; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to consolidate the parking restrictions contained in this ordinance into one section.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah that Chapter 35, Section 10 of the ordinance of Cedar City, Utah, is hereby amended to include the below underlined red text and exclude all crossed out text:

SECTION 35-10. Parking Restrictions.

(1) The parking restrictions contained herein shall be marked with upright signs complying with standards set forth in the Uniform Manual on Traffic Control Devices and where appropriate painting the curb in an appropriate color as designated in the Uniform Manual on Traffic Control Devices.

(2) No parking shall be allowed in the following areas:

- A. from 1000 West to Interstate 15 Freeway on the north side of 200 North in Cedar City, Utah; and
- B. sixteen feet south of the 200 North right of way on the West side of 100 West; and
- C. along 4050 West extending from the crosswalk in front of Iron Springs Elementary in the following manner: on the east side of the street 85 feet to the south of the crosswalk and 50 feet north of the crosswalk; and on the west side of the street 50 feet south of the crosswalk and 85 feet north of the crosswalk.

D. on the north side of 1045 North Street extending east 56 feet from the point of curvature of the east curb return on the intersection of Country Side Terrace Drive (250 West).

E. an approximate 16 foot long area on the north side of Center Street at approximately 46 West, the center of which is located 179 feet west of the southeast corner of lot1, Block 36, Plat B, Cedar City Town Survey.

F. the south side of 200 North from Main Street to 100 East.

G. the south side of College Avenue from 100 West to 300 West.

(3) The following areas shall have the following restrictions parking, stopping, and standing:

A. on the east side of the street in front of the County office building located at 82 North and 100 East fifteen (15) minute parking only.

B. student pick up and drop off only between 8:30 a.m. and 4 p.m. along 400 South adjacent to South Elementary.

AMENDED BY CEDAR CITY ORDINANCE NO. 0112-11, 0209-11, ~~and~~ 1023-13, and _____.

NOW BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that City staff is authorized to make such non substantive changes to the format and table of contents of Chapter 35 as are reasonably necessary to facilitate this amendment.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage and publication as required by State Law.

Dated this _____ day of _____, 2013

JOE BURGESS, MAYOR

[SEAL]
ATTEST:

RENON SAVAGE, RECORDER

January 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 New Years Holiday	2	3	4
5	6	7	8 Work Meeting	9	10	11
12	13	14	15 Action Meeting	16	17	18
19	20 Civil Rights Day Holiday	21	22 Work Meeting	23	24	25
26	27	28	29 Action Meeting	30	31	

February 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5 Work Meeting	6	7	8
9	10	11	12 Action Meeting	13	14	15
16	17 Presidents' Day Holiday	18	19 Work Meeting	20	21	22
23	24	25	26 Action Meeting	27	28	

March 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5 Work Meeting	6	7	8
9	10	11	12 Action Meeting	13	14	15
16	17	18	19 Work Meeting	20	21	22
23	24	25	26 Action Meeting	27	28	29
30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 2014						
	1	2 Work Meeting	3	4	5	
6	7	8	9 ULCT Mid-Year Conf. St. George	10 ULCT Mid-Year Conf. St. George	11 ULCT Mid-Year Conf. St. George	12
13	14	15	16 Action Meeting & Work Meeting	17	18	19
20	21	22	23 Action Meeting	24	25	26
27	28	29	30 No Meeting			

May 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7 Work Meeting	8	9	10
11	12	13	14 Action Meeting	15	16	17
18	19	20	21 Work Meeting	22	23	24
25	26 Memorial Day Holiday	27	28 Action Meeting	29	30	31

June 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Work Meeting	5	6	7
8	9	10	11 Action Meeting	12	13	14
15	16	17	18 Work Meeting	19	20	21
22	23	24	25 Action Meeting	26	27	28
29	30					

July 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Work Meeting	3	4 Independence Day Holiday	5
6	7	8	9 Action Meeting	10	11	12
13	14	15	16 Work Meeting	17	18	19
20	21	22	23 No Meeting	24 Pioneer Day Holiday	25	26
27	28	29	30 Action Meeting	31		

August 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 Work Meeting	7	8	9
10	11	12	13 Action Meeting	14	15	16
17	18	19	20 Work Meeting	21	22	23
24	25	26	27 Action Meeting	28	29	30
31						

September 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Labor Day Holiday	2	3 Work Meeting	4	5	6
7	8	9	10 ULCT Annual Conference Salt Lake City	11 ULCT Annual Conference Salt Lake City	12 ULCT Annual Conference Salt Lake City	13
14	15	16	17 Action Meeting & Work Meeting	18	19	20
21	22	23	24 Action Meeting	25	26	27
28	29	30				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 2014						
			1 Work Meeting	2	3	4
5	6	7	8 Action Meeting	9	10	11
12	13	14	15 Work Meeting	16	17	18
19	20	21	22 Action Meeting	23	24	25
26	27	28	29 No Meeting	30	31	

November 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5 Work Meeting	6	7	8
9	10	11 Veteran's Day Holiday	12 Action Meeting	13	14	15
16	17	18 (National League?)	19 Work Meeting (National League?)	20 (National League?)	21 (National League?)	22 (National League?)
23	24	25	26 No Meeting	27 Thanksgiving Holiday	28 Thanksgiving Holiday	29
30						

December 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 Action Meeting & Work Meeting	4	5	6
7	8	9	10 Action Meeting	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25 Christmas Holiday	26	27
28	29	30	31			